



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

**Statement of Qualifications
ON-CALL ENGINEERING SERVICES
SOQ 11042019-1, 2 (CFD 1) and 3 (CFD 2)
ADDENDUM #3
October 2, 2019**

INSURANCE REQUIREMENTS

- 1. Consultant's Obligation:** Consultant shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Consultant and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Consultant's insurance coverage shall be primary insurance with respect to all other available sources.
- 2. General Liability Coverage:** Consultant shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Consultants, Broad Form Property Damage and Personal Injury.
- 3. Coverage Amounts:** Consultant shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Required Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

B. Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employer's Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

C. Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

D. Errors & Omissions Liability. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Master Contract Documents, in which case such higher limits shall apply.

4. Additional Provisions:

- A. Additional Insured: Consultant shall name the Town of Florence as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.
- B. Cancellation Notice of Material Change of Coverage: Consultants' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.
- C. Certificate(s) of Insurance: Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Consultant is responsible for obtaining Certificates of Insurance establishing that Consultant and all subConsultants have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Consultant or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.
- D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Consultant must have no less than an "A" rating in accordance with the A.M. Best rating guide.
- E. Deductible: Consultant shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Consultant agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. Personal Property: In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Consultant agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Consultant shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.

- H. Waiver of Subrogation: Town and Consultant waive all rights against each other and Architect/Engineer, and separate Consultants for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. Right to Require Higher Limits: Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Consultant create higher than normal hazards and, to require Consultant to name additional parties in interest to be Additional Insureds.
- J. Waiver of Requirements: The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.